

# STATE OF MONTANA TERM CONTRACT

Department of Administration  
State Procurement Bureau  
165 Mitchell Building  
PO Box 200135  
Helena, MT 59620-0135  
Phone: (406) 444-2575 Fax: (406) 444-2529  
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<http://www.discoveringmontana.com/doa/gsd>

**T.C. #: SPB06-1013P**  
**Title: DRUG AND ALCOHOL TESTING PROGRAM**  
**This is a non-exclusive contract.**

CONTRACT TERM	FROM	JULY 1, 2005	CONTRACT STATUS	NEW (XX)
	TO	JUNE 30, 2006		RENEW ( )
VENDOR ADDRESS	CHEMNET CONSORTIUM 1302 AVENUE D BILLINGS MT 59102		ORDER ADDRESS	
ATTN:	LAURIE STARR		ATTN:	
PHONE:	(800) 808-0318		PHONE:	
FAX:	(877) 233-5475		FAX:	
E-MAIL:	laurie@andersonparamedical.com		E-MAIL:	

PRICES: PER CONTRACT

DELIVERY: PER CONTRACT

F.O.B.: PER CONTRACT

TERMS: PER CONTRACT

REMARKS:

IFB/RFP No.: SPB06-1013P

PENNY MOON, CONTRACTS OFFICER

DATE:

**AUTHORIZED SIGNATURE**

## STANDARD TERMS AND CONDITIONS

**By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.**

**ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES:** The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

**ACCESS AND RETENTION OF RECORDS:** The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

**ALTERATION OF SOLICITATION DOCUMENT:** In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

**ASSIGNMENT, TRANSFER AND SUBCONTRACTING:** The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Mont. Code Ann. § 18-4-141.)

**AUTHORITY:** The following bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

**COMPLIANCE WITH LAWS:** The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

**CONFORMANCE WITH CONTRACT:** No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

**DEBARMENT:** The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

**DISABILITY ACCOMMODATIONS:** The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

**FACSIMILE RESPONSES:** Facsimile responses will be accepted for invitations for bids, small purchases or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

**FAILURE TO HONOR BID/PROPOSAL:** If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or, fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

**FORCE MAJEURE:** Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

**HOLD HARMLESS/INDEMNIFICATION:** The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

**LATE BIDS AND PROPOSALS:** Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

**PAYMENT TERM:** All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

**RECIPROCAL PREFERENCE:** The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://discoveringmontana.com/doa/gsd/procurement/reciprocalpreference.asp>.

**REFERENCE TO CONTRACT:** The contract or purchase order number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

**REGISTRATION WITH THE SECRETARY OF STATE:** Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://www.sos.state.mt.us>.

**SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

**SHIPPING:** Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

**SOLICITATION DOCUMENT EXAMINATION:** Vendors shall promptly notify the State of any ambiguity, inconsistency, or error, which they may discover upon examination of a solicitation document.

**TAX EXEMPTION:** The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

**TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED:** Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Mont. Code Ann. § 18-5-603.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

**TERMINATION OF CONTRACT:** Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

**UNAVAILABILITY OF FUNDING:** The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Mont. Code Ann. § 18-4-313 (3).)

**U.S. FUNDS:** All prices and payments must be in U.S. dollars.

**VENUE:** This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Mont. Code Ann. § 18-1-401.)

**WARRANTIES:** The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

**DRUG AND ALCOHOL TESTING PROGRAM  
SPB06-1013P**

**1. PARTIES**

THIS CONTRACT, is entered into by and between the State of Montana, Department of Administration, **State Procurement Bureau**, (hereinafter referred to as "the State"), whose address and phone number are Room 165 Mitchell Building, 125 North Roberts, PO Box 200135, Helena MT 59620-0135, (406) 444-2575, and **Chemnet Consortium**, (hereinafter referred to as the "Contractor"), whose address and phone number are 1302 Avenue D, Billings MT 59102 and 800-808-0318.

**THE PARTIES AGREE AS FOLLOWS:**

**2. EFFECTIVE DATE, DURATION, AND RENEWAL**

**2.1 Contract Term.** This contract shall take effect on July 1, 2005, and terminate on June 30, 2006, unless terminated earlier in accordance with the terms of this contract. (Mont. Code Ann. § 18-4-313.)

**2.2 Contract Renewal.** This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be renewed in one-year intervals, or any interval that is advantageous to the State, for a period not to exceed a total of six additional years. This renewal is dependent upon legislative appropriations.

**3. COOPERATIVE PURCHASING**

Under Montana law, public procurement units, as defined in section 18-4-401, MCA, have the option of cooperatively purchasing with the State of Montana. Public procurement units are defined as local or state public procurement units of this or any other state, including an agency of the United States, or a tribal procurement unit. Unless the bidder/offeror objects, in writing, to the State Procurement Bureau prior to the award of this contract, the prices, terms, and conditions of this contract will be offered to these public procurement units.

**4. NON-EXCLUSIVE CONTRACT**

The intent of this contract is to provide state agencies with an expedited means of procuring supplies and/or services. This contract is for the convenience of state agencies and is considered by the State Procurement Bureau to be a "Non-exclusive" use contract. Therefore, agencies may obtain this product/service from sources other than the contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement. The State Procurement Bureau does not guarantee any usage.

**5. SERVICES AND/OR SUPPLIES**

Contractor agrees to provide to the State drug and alcohol testing. The primary users will be the Department of Transportation and the Office of Public Instruction. However the contract will also be available for use by other State agencies and political subdivisions of the State of Montana.

The Contractor shall comply with all applicable medical standards, federal, state and local government safety codes, laws and regulations, relating to drug and alcohol testing. The Contractor shall provide services that are compliant with the current and as amended Federal Department of Transportation requirements listed in 49 CFR Part 40 and Part 382.

**5.1 Required Functions.** The following services shall be performed and/or provided by the Contractor as appropriate.

Drug and Alcohol Testing  
Specimen Collection

MRO Services  
Blind Proficiency Testing

Management Information System

Result Posting

Problem Solving

Quality Courier Services

Quality Collection Sites (including Walk-In and Mobile services)

Legally Defensible Records Management and Retention

Random Pool Selection – that meets the requirements of this part.

Reasonable Suspicion Training

Expert Testimony

Billing Services

Laboratory Services

**5.2 Required Tests.** The drug and alcohol testing program shall include, but is not limited to the following tests and procedures:

Pre-employment

Reasonable suspicion

Post accident

Random testing

Follow-up testing

Other tests that may be required by changes in the DOT regulations 49 CFR Parts 40 & 382 or by mutual agreement.

**5.3 Specimen Collection.** The Contractor shall provide primary collection sites that meet the requirements in 49 CFR Part 40 for collecting and storing urine specimens and testing for drugs and alcohol off-site from participating state agency work sites, and ensure confidentiality. The Contractor may not use the state restroom facilities for urine specimen collections. Collection sites should be located within 30 minutes of the work sites listed in section 5.4. In remote areas where collection facilities are not within 30 minutes, or when performing collections after regular work hours for reasonable suspicion or post-accident testing, the Contractor may use a mobile collection vehicle or on-site collection facilities if all conditions of the facilities and privacy, confidentiality and chain of custody are met.

Collection and testing sites must be acceptable to the State and be mutually agreed upon by the State and the Contractor before the collection site can become a permanent site for this contract.

Collection facilities shall provide scheduled service Monday through Friday, five days per week, for a minimum of eight consecutive hours per day with hours between 7:00 AM through 7:00 PM. The Contractor shall also provide a 24-hour specimen collection for post-accident and reasonable suspicion testing on an as-needed basis. The Contractor shall supply an emergency telephone number for each collection facility to provide specimen collection services after regular office hours.

Collection site personnel shall be trained in compliance with 49 CFR Parts 40 & 382 and shall be regularly engaged in the business of providing the required controlled substances and alcohol testing. The facilities engaged in the testing shall have a temperature-controlled environment and provide an adequate waiting room for employees.

The employees shall not be required to wait more than 30 minutes from check in for the scheduled test to begin. Post accident and reasonable suspicion tests shall begin within 15 minutes of the employee's arrival at the collection site. The Contractor shall provide adequate free parking near the facility.

The Contractor shall provide over night transportation for all specimens to the appropriate testing laboratory.

The Contractor shall submit blind performance test specimens to the laboratory in accordance with Federal regulations.

Sites for alcohol testing shall have trained Breath Alcohol Technicians (BAT) meeting DOT regulations 49 CFR Parts 40 & 382. Evidential Breath Testing (EBT) and calibration devices and procedures must meet the specifications cited in 49 CFR Parts 40 and Part 382.

**5.4 Collection Sites.** The Contractor must maintain collection sites in the following cities:

- District One – Missoula and Kalispell
- District Two – Butte, Bozeman, Helena, and Livingston
- District Three – Great Falls, Havre, and Shelby
- District Four – Glendive, Sidney, Miles City, and Forsyth
- District Five – Billings and Lewistown

Mobile services should be available to the following minimum locations:

- District One – Libby, Polson, Ronan, Whitefish, Thompson Falls, Plains, Hamilton, and Eureka
- District Two – Dillon, Ennis, and White Sulphur Springs
- District Three – Chester, and Fairfield
- District Four – Wolf Point, Scobey, Baker, Malta, and Broadus
- District Five – Bridger and Hardin

A complete listing of the Contractor's sites can be found in Attachment B.

**5.5 Laboratory Services.** The laboratory utilized by the Contractor shall be currently certified by DHHS/SAMHSA (Department of Health and Human Services). The laboratory shall test and store specimens (primary and split specimens) and have in place equipment that meets DOT regulations 49 CFR Parts 40 & 382. The laboratory shall maintain pertinent records for the appropriate period of time to comply with DOT regulations 49 CFR Parts 40 & 382, and shall supply such records to the participating state agency contact upon written request.

The laboratory shall prepare and provide to each participating state agency contact, semi-annual reports within 20 days of the period's end, summarizing the testing and prepare a detailed calendar year ending summary of all tests results by January 15th of the next year for employer drug testing programs when requested, according to DOT regulations 49 CFR Parts 40 & 382.

The laboratory shall have a quality control program in accordance with DOT regulations 49 CFR Parts 40 & 382.

**5.6 Medical Review Officer (MRO) Services.** The Contractor shall provide, as part of their services, a Certified Medical Review Officer. The MRO shall be a licensed physician with knowledge of substance abuse disorders and have appropriate medical training necessary to interpret and evaluate controlled substances test results. The MRO shall be certified in accordance with DOT regulations 49 CFR Parts 40 & 382.

Confirmed test results shall be provided to the State program administrator or designee immediately upon confirmation by the MRO, but not later than 72 hours after receipt of the specimen by the laboratory. The Contractor must inform the state agency contact if turnaround time for positive test result confirmation will exceed 72 hours.

**5.7 Reports.** All drug and alcohol test results shall be forwarded to the state agency contact or designee on a daily basis via confidential means. The Contractor shall ensure that all drug and alcohol tests have a maximum of 72 hours turn-around time for test results.

**5.8 Consultation Services.** The Contractor shall be required to provide training and consultation services on an as-needed basis in the following areas:

- The laboratories' corporate account manager (or designee) must be available to the participating state agencies on a daily basis, to answer questions and resolve problems. The Contractor shall bill each participating state agency separately for testing and record keeping services rendered.
- Provide expert testimony on all laboratory testing procedures in cases of litigation or arbitration on an as-needed basis by participating state agencies.

- Upon request, prepare a litigation package to include copies of all chain of custody documents, batch specimen review sheets, GC/MS data review file (graphic charts), resumes and credentials of all technicians involved in testing of specimens, laboratory testing reports to include the initial immunoassay screen and the conformation gas chromatography/mass spectrometry test.

\*Consultation services shall be provided by the Contractor only on a pre-approved basis at the request of the participating state agency contact or designee. Reasonable travel and/or miscellaneous expenses shall be reimbursed to the Contractor as applicable.

All training materials must be reviewed and approved by the participating state agency prior to use.

**5.9 Record Retention.** The Contractor shall maintain records, documents and other files directly related to the performance of work under this agreement in accordance with DOT regulations 49 CFR Parts 40 & 382 and accepted professional practice and appropriate accounting procedures.

The Contractor shall provide any or all records produced or held in execution of this agreement within 10 days of written notice by a participation state agency.

## **6. CONSIDERATION/PAYMENT**

**6.1 Payment Schedule.** In consideration for the drug and alcohol testing program services to be provided, the State shall pay according to the rates quoted in Attachment A.

**6.2 Withholding of Payment.** The State may withhold payments to the Contractor if the Contractor has not performed in accordance with this contract. Such withholding cannot be greater than the additional costs to the State caused by the lack of performance.

**6.3 Purchasing Card.** The State of Montana has a Purchasing Card Program in place that gives agencies the ability to charge purchases made from these contracts. The State of Montana prefers this method of payment.

## **7. COST/PRICE ADJUSTMENTS**

**7.1 Price Increases Negotiated Based on Increases in Contractor's Costs.** Price increases may be permitted at the time of contract renewal through a process of negotiation with the Contractor and the State. Any price increases must be based on demonstrated industry-wide or regional increases in the Contractor's costs. Publications such as the Federal Bureau of Labor Statistics and the Consumer Price Index (CPI) for all Urban Consumers may be used to determine the increased value.

## **8. TERM CONTRACT REPORTING**

Term contract holder(s) shall furnish annual reports of term contract usage. Each report shall contain the product description, total quantity sold of each item, total dollars expended, and the name of the agency purchasing the item. The first report for this term contract will be due July 22, 2006.

Reported volumes and dollar totals may be checked by the State Procurement Bureau against State records for verification. Failure to provide timely or accurate reports is justification for cancellation of the contract and/or justification for removal from consideration for award of contracts by the State.

## **9. ACCESS AND RETENTION OF RECORDS**

**9.1 Access to Records.** The Contractor agrees to provide the State, Legislative Auditor or their authorized agents access to any records necessary to determine contract compliance. (Mont. Code Ann. § 18-1-118.)



**9.2 Retention Period.** The Contractor agrees to create and retain records supporting the drug and alcohol testing program services for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the State of Montana or a third party.

## **10. ASSIGNMENT, TRANSFER AND SUBCONTRACTING**

The Contractor shall not assign, transfer or subcontract any portion of this contract without the express written consent of the State. (Mont. Code Ann. § 18-4-141.) The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. No contractual relationships exist between any subcontractor and the State.

## **11. HOLD HARMLESS/INDEMNIFICATION**

The Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

## **12. REQUIRED INSURANCE**

**12.1 General Requirements.** The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

**12.2 Primary Insurance.** The Contractor's insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

**12.3 Specific Requirements for Commercial General Liability.** The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

**12.4 Additional Insured Status.** The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied, or used.

**12.5 Specific Requirements for Automobile Liability.** The Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns or subcontractors.

**12.6 Additional Insured Status.** The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, hired, or borrowed by the Contractor.

**12.7 Specific Requirements for Professional Liability.** The Contractor shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors. Note: if "occurrence" coverage is unavailable or cost prohibitive, the Contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

**12.8 Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, or volunteers; or (2) at the expense of the Contractor, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

**12.9 Certificate of Insurance/Endorsements.** A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages, has been received by the State Procurement Bureau, PO Box 200135, Helena MT 59620-0135. The Contractor must notify the State immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

### **13. COMPLIANCE WITH WORKERS' COMPENSATION ACT**

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with sections 39-71-120, 39-71-401, and 39-71-405, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the contract. A renewal document must be sent to the State Procurement Bureau, PO Box 200135, Helena MT 59620-0135, upon expiration.

### **14. COMPLIANCE WITH LAWS**

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

### **15. INTELLECTUAL PROPERTY**

All patent and other legal rights in or to inventions created in whole or in part under this contract must be available to the State for royalty-free and nonexclusive licensing. Both parties shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use, copyrightable property created under this contract.

### **16. PATENT AND COPYRIGHT PROTECTION**

**16.1 Third Party Claim.** In the event of any claim by any third party against the State that the products furnished under this contract infringe upon or violate any patent or copyright, the State shall promptly notify Contractor. Contractor shall defend such claim, in the State's name or its own name, as appropriate, but at Contractor's expense. Contractor will indemnify the State against all costs, damages and attorney's fees that

accrue as a result of such claim. If the State reasonably concludes that its interests are not being properly protected, or if principles of governmental or public law are involved, it may enter any action.

**16.2 Product Subject of Claim.** If any product furnished is likely to or does become the subject of a claim of infringement of a patent or copyright, then Contractor may, at its option, procure for the State the right to continue using the alleged infringing product, or modify the product so that it becomes non-infringing. If none of the above options can be accomplished, or if the use of such product by the State shall be prevented by injunction, the State will determine if the Contract has been breached.

## **17. CONTRACT TERMINATION**

**17.1 Termination for Cause with Notice to Cure Requirement.** The State may terminate this contract for failure of the Contractor to perform any of the services, duties, or conditions contained in this contract after giving the Contractor written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

**17.2 Reduction of Funding.** The State, at its sole discretion, may terminate or reduce the scope of this contract if available funding is reduced for any reason. (See Mont. Code Ann. § 18-4-313(3).)

## **18. STATE PERSONNEL**

**18.1 State Contract Manager.** The State Contract Manager identified below is the State's single point of contact and will perform all contract management on behalf of the State. Written notices, requests, complaints or any other issues regarding the contract should be directed to the State Contract Manager.

The State Contract Manager for this contract is:

Penny Moon, Senior Contracts Officer  
Room 165 Mitchell Building  
125 North Roberts  
PO Box 200135  
Helena MT 59620-0135  
Telephone #: (406) 444-3313  
Fax #: (406) 444-2529  
E-mail: [pmoon@mt.gov](mailto:pmoon@mt.gov)

**18.2 State Project Managers.** Each using State agency or Cooperative Purchaser will identify a Project Manager. The Project Manager will manage the day-to-day project activities on behalf of the State/Cooperative Purchaser.

## **19. CONTRACTOR PERSONNEL**

**19.1 Contractor Contract Manager.** The Contractor Contract Manager identified below will be the single point of contact to the State Contract Manager and will assume responsibility for the coordination of all contract issues under this contract. The Contractor Contract Manager will meet with the State Contract Manager and/or others necessary to resolve any conflicts, disagreements, or other contract issues.

The Contractor Contract Manager for this contract is:

Laurie Starr, Vice President of Operations.  
1302 Avenue D  
Billings MT 59102  
Telephone #: 800-808-0318  
Fax #: 877-233-5475  
E-mail: [laurie@andersonparamedical.com](mailto:laurie@andersonparamedical.com)

**19.2 Contractor Project Manager.** The Contractor Project Manager identified below will manage the day-to-day project activities on behalf of the Contractor:

The Contractor Project Manager for this contract is:  
David Udey, Vice President – Personnel/Quality  
1302 Avenue D  
Billings MT 59102  
Telephone #: 800-808-0318 or 406-245-6840  
Cell #: 406-672-5824  
Fax #: 406-245-6402  
E-mail: david@andersonparamedical.com

## **20. MEETINGS**

The Contractor is required to meet with the State's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract or to discuss the progress made by Contractor and the State in the performance of their respective obligations, at no additional cost to the State. Meetings will occur as problems arise and will be coordinated by the State. The Contractor will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the contract.

## **21. CONTRACTOR PERFORMANCE ASSESSMENTS**

The State may do assessments of the Contractor's performance. This contract may be terminated for one or more poor performance assessments. Contractors will have the opportunity to respond to poor performance assessments. The State will make any final decision to terminate this contract based on the assessment and any related information, the Contractor's response and the severity of any negative performance assessment. The Contractor will be notified with a justification of contract termination. Performance assessments may be considered in future solicitations.

## **22. TRANSITION ASSISTANCE**

If this contract is not renewed at the end of this term, or is terminated prior to the completion of a project, or if the work on a project is terminated, for any reason, the Contractor must provide for a reasonable period of time after the expiration or termination of this project or contract, all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the contract. If there are no established contract rates, then the rate shall be mutually agreed upon. If the State terminates a project or this contract for cause, then the State will be entitled to offset the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages the State may have otherwise accrued as a result of said termination.

## **23. CHOICE OF LAW AND VENUE**

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (See Mont. Code Ann. § 18-1-401.)

**24. SCOPE, AMENDMENT AND INTERPRETATION**

**24.1 Contract.** This contract consists of nine numbered pages, any Attachments as required, RFP #SPB06-1013P, as amended and the Contractor's RFP response as amended. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor the order of precedence of document interpretation is in the same order.

**24.2 Entire Agreement.** These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

**25. EXECUTION**

The parties through their authorized agents have executed this contract on the dates set out below.

**DEPARTMENT OF ADMINISTRATION  
STATE PROCUREMENT BUREAU  
PO BOX 200135  
HELENA MT 59620-0135**

**CHEMNET CONSORTIUM  
1302 AVENUE D  
BILLINGS MT 59102**

BY: Penny Moon, Senior Contracts Officer  
(Name/Title)

BY: Laurie Starr, Vice President of Operations  
(Name/Title)

BY: \_\_\_\_\_  
(Signature)

BY: \_\_\_\_\_  
(Signature)

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## ATTACHMENT A

### **5.1 FEE SCHEDULE**

#### Initial Drug Tests

All drug testing fees are for initial 5-panel tests (with confirmation) to include all clerical, reporting, testing, MRO service, supplies, kits, forms, record keeping, collection, transporting, reporting and other costs surrounding the completion of a drug or alcohol screen. A 5-panel test includes testing for Marijuana, Cocaine, Opiates, PCP, and Amphetamines.

#### **I. COLLECTION SITE SERVICE**

	Regular Business Hours Monday – Friday	After Hours, Weekends or Holidays
A. DRUG TEST	\$45.00	\$70.00*
B. BREATH ALCOHOL TEST (EBT)	\$40.00	\$50.00*

\* - Sundays & Holidays are 1.5 x After Hour Rate!

#### **II. SPLIT SAMPLE TESTING**

A. All	\$125.00
The MRO office may require the donor to pre-pay for this service unless otherwise requested by the participating employer, in which case the contractor will bill the participating employer directly.	

#### **III. MOBILE** (Participating Agency's site)

	Regular Business Hours Monday – Friday	After Hours, Weekends or Holidays
A. DRUG TEST		
Initial Collection	\$54.00	\$70.00*
Additional Collections	\$45.00	\$50.00*
B. EBT TEST		
Initial Collection	\$40.00	\$60.00*
Additional Collections	\$30.00	\$40.00*

\* - Sundays & Holidays are 1.5 x After Hour Rate!

#### **IV. NO-SHOW CHARGES**      \$ Normal cost for Initial Collection (1 test only)

The Contractor will be paid for all "no-shows". A "no-show" is defined as one of the following.

- A. A donor who appears at the Contractor's location without appropriate ID, causing service to not take place.
- B. A donor who fails to appear for a scheduled service without a cancellation notice.

#### **V. SUPERVISOR AND EMPLOYEE TRAINING**

Minimum Group Charge      \$250.00  
(This fee is billed regardless of the number of people. There is no minimum/maximum number of persons allowed to attend. It can be one or several hundred.)

Per Participant      \$20.00  
(This fee is billed in addition to the Minimum Group Charge for groups of 12 or more.)

#### **EMERGENCY SERVICE RATE (less than two hours notice)**

Regular Business Hours (Mon - Fri)	Drug Test - \$50.00/test	Alcohol - \$40.00/test
Mobile (in addition to standard collection rate)	\$75.00/hour (min. two hours)	\$60.00/additional hour

## ATTACHMENT B

### *Chemnet Consortium Collection Facilities*

Kirk Wehmeyer  
Chemnet Consortium  
1302 Avenue D  
**Billings** MT 59102  
800-808-0318  
800-597-7103 fax

Mary English  
Great Falls Paramedical  
310 Central Ave W  
**Great Falls** MT 59404  
406-454-3247  
406-454-0718 fax

Joanna Morrison  
Missoula Medical  
1805 Bancroft  
**Missoula** MT 59801  
406-543-6850  
406-546-6970 Fax

Wendy Bos  
Tri-Med Services  
2304 N. 7<sup>th</sup> Ave Ste E  
**Bozeman** MT 59715-3551  
406-585-3301  
406-585-3304 fax

Molly Protheroe  
Paramed Reporter  
25 S Ewing Ste 414  
**Helena** MT 59601  
406-443-6281  
406-443-0779 fax

Debbie Pratt  
Lewistown Paramedical  
224 W Main St Ste 206  
**Lewistown** MT 59457  
406-538-4110  
406-538-4110 fax

Ronnie Price  
Pro-Med Services  
505 West Park  
**Butte** MT 59701  
406-723-9239  
406-782-6243 fax

Bernice Mellem  
Valley Medical  
2425 Highway 2 E  
**Kalispell** MT 59901  
406-257-1680  
406-257-3264 fax

Dr. David Golie  
120 South 5<sup>th</sup> St Ste 102  
**Hamilton** MT 59840  
406-375-0800  
406-375-0700

Yvonne Detienne  
905 8th Ave SE  
**Sidney** MT 59270  
406-480-5179  
406-433-2233 fax

**(Havre)**  
Tim Gomke  
1205 Indiana  
**Chinook** MT 59523  
406-357-3311  
406-357-3311 fax

Glendive Medical Center  
202 Prospect Drive  
**Glendive** MT 59330  
406-345-3370  
406-345-3372 fax

**(Livingston)**  
Roberta Gehrke  
2304 N. 7<sup>th</sup> Ave Ste E  
**Bozeman** MT 59715-3551  
406-585-3301  
406-585-3304 fax

Marias Health Care  
50 Sheridan Ave  
**Shelby** MT 59474  
406-434-3100  
406-434-3143 fax

Holy Rosary Health Care  
2600 Wilson Ave  
**Miles City** MT 59301  
406-233-2600  
406-233-2714

Forsyth, Family Medicine  
281 N 17<sup>th</sup> Ave  
**Forsyth** MT 59327  
406-346-2161  
406-346-2916 fax

# *Chemnet Consortium Collection*

## *Affiliations*

### **District 1**

Libby Clinic  
211 E 2<sup>nd</sup> Street  
**Libby** MT 59923  
406-293-8711  
406-293-8735 fax  
(M-F 8 am - 5 pm, Sat 8 am - 12 pm)

Thompson Falls Family Medicine  
120 Pond  
**Thompson Falls** MT 59873  
406-827-4442  
406-827-4006 fax  
(M-F 7:30 am – 5 pm)

Prompt Care  
450 Osloski Road  
**Eureka** MT 59917  
406-297-3145  
406-297-3364 fax  
(M-F 8:45 am – 5 pm)

Mission Mountain Medicine  
126 6<sup>th</sup> Avenue SW  
**Ronan** MT 59864  
406-676-3600  
406-676-3738 fax  
(M-F 8 am – 5 pm)

St, Joseph Hospital  
#6 13<sup>th</sup> Avenue E  
**Polson** MT 59860  
406-883-8473  
406-883-8448 fax  
(M-F 8 am - 5:30 pm, Sat 9 am - 1 pm)

Clark Fork Valley Clinic  
Kruger Road  
**Plains** MT 59859  
406-826-4812  
406-826-4808 fax  
(M-F 8 am – 5 pm)

North Valley Hospital  
6575 Hwy 93 South  
**Whitefish**, MT 59937  
406-863-3500  
406-863-2532 fax  
(M-F 7:30 am - 4:30 pm)

### **District 2**

Barrett Hospital  
90 Hwy 91 South  
**Dillon** MT 59725  
406-683-3064  
406-683-3061 fax  
(M-F 8 am – 5 pm)

Mtn View Mem Hospital  
15 W Main  
**While Sulphur Springs** MT  
59645  
406-547-3321  
406-547-3589 fax  
(M-F 8 am – 5 pm)

Park Clinic  
Contact: Deb  
1001 River Drive  
**Livingston** MT 59047  
406-222-0800  
406-222-0676  
(M-F 8 am – 5 pm)

Madison Valley Clinic  
219 N Main  
**Ennis** MT 59729  
406-682-4223  
406-682-3874 fax  
(M-F 8 am – 5 pm)



### District 3

Triangle Health Clinic  
418 W. Monroe  
**Chester** MT 59522  
406-759-5194  
406-759-5105 fax  
(M-F 8 am – 5 pm)

Fairfield Medical Clinic  
324 Central  
**Fairfield** MT 59436  
406-467-2600  
(M, T, TH, Fri 8:30 am – 5 pm)

Northern Montana Hospital  
Contact: Jean  
30 West 13<sup>th</sup> Street  
**Havre** MT 59501  
406-262-1234  
406-262-1616 fax  
(M-F 8 am – 5 pm)

### District 4

NE Montana Health Services  
315 Knapp Street  
**Wolf Point** MT 59201  
406-653-2100  
406-653-6590 fax  
(M-F 8 am – 5 pm)

Daniel Memorial Hospital  
105 5<sup>th</sup> Avenue E  
**Scobey** MT 59263  
406-487-5000  
406-487-2471 fax  
(M-F 8 am – 5 pm)

Fallon Medical Center  
205 South 4<sup>th</sup> Street  
**Baker** MT 59313  
406-778-2833  
406-778-3438 fax  
(M-F 8 am – 5 pm)

Phillips County Hospital  
311 South 8<sup>th</sup> Avenue E  
**Malta** MT 59537  
406-654-1100  
406-654-2876  
(M-F 8 am - 5 pm)

Powder River Medical Center  
507 N Lincoln  
**Broadus** MT 59317  
406-436-2651  
(M-F 9 am – 12 pm, 1:30 pm - 5 pm)

### District 5

Clark Fork Medical Center  
410 S 2<sup>nd</sup> Street  
**Bridger** MT 59014  
406-662-3740  
406-662-3469 fax  
(M & W 8 am – 5 pm)

Hardin Clinic  
16 North Miles  
**Hardin** MT 59034  
406-665-2205  
406-665-1159  
(M-F 8 am – 5 pm)

